

Appendix D of DIR Contract No. DIR-SDD-1922
Supplemental Agreement for Managed IT Services

This Supplemental Agreement (Agreement) for Managed IT Services is between the Texas **Agency Name (TEX)** and SHI Government Solutions, Inc. (SHI), pursuant to Contract “DIR-SDD-1922” between the State of Texas, acting by and through the Department of Information Resources and SHI. **TEX** and SHI agree to be bound by all the terms and provisions of Seat Management Contract “DIR-SDD-1922” and this Supplemental Agreement (Agreement).

1. Business Model

The **TEX** is procuring the following items and services from SHI for use (**describe the business model**).

2. Purpose

The purpose for which the **TEX** is procuring the following items and services from SHI is so that (**describe the purpose**).

3. Term

This Agreement shall be from the date of the last party to sign until (**date**) (initial contract term). **TEX** may exercise the option to extend (**describe extension terms**). These periods are as follows:

Extended term 1:

4. Customer Dependencies

The following information or items will be procured by **TEX** and provided by the **TEX** in support of the requirements of this Agreement:

List Here Client requirements

5. Out-of-Scope Work

Any hardware, software, or support not specially listed in this document is considered Out-of-Scope Work. SHI may perform Out-of-Scope Work provided one of the three conditions are met:

1. The **TEX** point of contact approves the use of the additional service hours included in this Supplemental Agreement.
2. SHI and **TEX** enter into an amendment to this Agreement or a separate Supplemental Agreement.
3. **TEX** utilizes another purchasing method authorized by House Bill 1516 and approved by DIR directives or contracts.

The following items are specifically Out-of-Scope Work:

1. **List here**

**Appendix D of DIR Contract No. DIR-SDD-1922
Supplemental Agreement for Managed IT Services**

6. Overview

Appendix A, Statement of Work list the specific equipment and services provided.

7. Customer Support and Requests for Services

All requests for service during business days must be directed to SHI at 512-481-1117 between the business hours of 7:30am – 6pm. All requests for service after hours, holidays, and weekends must be directed to SHI at 800-983-6186.

Callers will identify themselves as a **TEX** employee. **TEX** will have a limited number of management personnel identified as authorized to call for after hours support.

The call will be logged including a description of the problems. If SHI cannot resolve the problem immediately, caller will be advised as to the next step for problem resolution in accordance with the service levels described in below. Supported hardware/software is that provided by SHI in this agreement or specifically listed in the agreement.

SHI will **describe SLA here**.

Events out of SHI control may occur which prevent systems being returned to service by the times specified. For example: parts not available from the manufacturer, software bugs with no available fixes from the manufacturer. In those cases SHI will work to provide work arounds like reconfiguring the network or proposing alternative configurations in the workstations.

“Level 1 Support” will provide basic support to determine that the problem is in the hardware, operating system software (MS XP Pro), or basic connectivity. If Level 1 support suspects the problem is in the application software (Toxicall, Micromedex, Eloyalty) then the problem will be escalated to Level 2.

“Level 2 Support” is problem resolution for the application software and would involve interfacing with the application software manufacturer to determine problems and implementing solutions or work arounds suggested by the software manufacturer.

Hardware warranty is provided on all SHI supplied systems. Hardware failure replacement response will be dependent on manufacturer’s warranty.

No software is warranted against failure. For software failures, SHI will troubleshoot and apply manufacturer supplied fixes and/or suggest “work-arounds” that can be implemented by **TEX**.

8. Performance and Activity Reports

**Appendix D of DIR Contract No. DIR-SDD-1922
Supplemental Agreement for Managed IT Services**

Maintain network monitoring documentation. Report Daily and Weekly monitoring findings. Advise client of recommended extra cost activities.

SHI will document each phone call or other **TEX** request for service. Documentation will include:

- date/time of service request
- requestor
- problem description
- technician assigned to resolve the problem
- problem resolution
- date/time problem resolved.

SHI will provide documentation of each request for service on a monthly basis. Should **TEX** require additional reporting of the service request information, **TEX** and SHI will work together to design a mutually agreed to format.

9. TEX Point of Contact

The point of contact for **TEX** is:

Name
Address
Austin, Texas
Phone
Email

If there is a change in the staff serving as point of contact, **TEX** will notify SHI in writing immediately.

10. Vendor Project Manager

The point of contract for SHI is:

Todd Perrine
Director, Enterprise Solutions
1301 South MoPac Expressway, Suite 375
Austin, TX 78746
512-777-9791 phone
Todd_Perrine@SHI.com

If there is a change in the staff serving as point of contact, SHI will notify **TEX** in writing immediately.

11. Confidentiality

SHI will have access to **TEX** data, premises, equipment, personnel and property during the

Appendix D of DIR Contract No. DIR-SDD-1922
Supplemental Agreement for Managed IT Services

term of this Agreement. In the performance of this Agreement, SHI shall exercise reasonable care to preserve the integrity, privacy, and confidentiality of the data as well as the safety, security, and integrity of **TEX** premises, equipment, personnel and property. All **TEX** equipment, hardware, and software shall be used solely for official state business as necessary in the performance of this Agreement. SHI may also be provided, either intentionally or inadvertently, with data or other information that is confidential either by being designated as such by **TEX** or as a matter of law. In the event SHI receives confidential data or information, SHI shall take immediate and reasonable steps to return such confidential data or information and ensure that the data or information is not disseminated to any other person. SHI acknowledges that during the period this Agreement is in force, or as long as it holds **TEX** confidential information (whichever is longer) and limited only to the work performed under this Agreement, it is subject to the same statutory confidentiality provisions that are binding upon **TEX**.

12. Indemnification

SHI warrants that its services, including but not limited to any equipment, hardware, and software created by it hereunder (collectively, Services) will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party or contain the confidential information of any third party. If any claim by a third party against the **TEX** asserting or involving a patent, copyright, trade secret or proprietary right violation involving any Services performed by Supplier hereunder, then the Supplier will defend and indemnify the **TEX** against such claim. Such defense must be conducted under the supervision and control of the Texas Attorney General. In no event shall **TEX** be liable to SHI for any license or maintenance payments after the date, if any, that **TEX** is no longer legally permitted to use any Service because of such actual or claimed infringement. If removal or replacement of infringing Services is required or undertaken pursuant to this Supplemental Agreement, SHI shall use reasonable care in the removal or modification thereof and shall, at its own expense, restore the remaining systems as nearly to their original condition as defined in the appropriate Appendix. The foregoing will be in addition to any other liability or damages against SHI and in favor of **TEX**.

13. Definitions

“Holidays” are designated by the Texas State Government as days when all Texas State Agencies are closed for business.

Software maintenance: the installation of any and all manufacturer-generated supplements, improvements, and/or corrections to their software not otherwise charged for by the manufacturer.

Hardware maintenance: the repair or replacement of any and all malfunctioning components of the affected server or workstation, up to and including replacement of the server or workstation itself.

Appendix D of DIR Contract No. DIR-SDD-1922
Supplemental Agreement for Managed IT Services

License Upgrade: a manufacturer-generated improvement to its software for which the manufacturer charges an amount over the purchase (license) price of the software.

Ghost license: Software license for the software published by Symantec named Ghost.

Ghost image: A software image created for a workstation utilizing the Ghost software license.

Desk Side Services: The dispatching of a service technician for hardware and software malfunctions, diagnosis repair and return to service of malfunctioning equipment or software when the problem cannot be resolved via telephone.

19. Dispute Resolution

Dispute Resolution shall be in accordance with Section 9A of Appendix A, DIR Contract No. DIR-SDD-1922.

20. Pricing, Invoicing, and Payment

Describe payment here.

TEX shall comply with Chapter 2251, Texas Government Code, in making payments to SHI.

21. Appropriations Contingency

TEX's obligations to make payments hereunder that extend past the current biennium are expressly made contingent upon sufficient legislative appropriation from the 83rd or subsequent Legislatures. If no funds or insufficient funds are appropriated by the Texas Legislature in any fiscal period for monies due under this Supplemental Agreement, then TEX will immediately notify SHI of such occurrence and this Supplemental Agreement shall terminate, either in whole or in part, on the last day of the fiscal period for which appropriations were received, without penalty or expense to the Customers of any kind, except as to the proportions of monies herein agreed upon and for which funds shall have been appropriated and budgeted.

22. Termination

If this Agreement is terminated in accordance with the termination provisions herein or the termination provisions specified in Seat Management Contract "DIR-SDD-1922", SHI will cease providing services on the effective date of the termination. SHI and TEX will coordinate the removal of the SHI supplied equipment from the TEX premises.

TEX may purchase the equipment supplied by SHI under this Agreement at a negotiated, fair market value upon written notice to SHI. Upon receipt of written notice, TEX and SHI will begin negotiation for TEX to acquire the equipment.

**Appendix D of DIR Contract No. DIR-SDD-1922
Supplemental Agreement for Managed IT Services**

Texas Agency Name

SHI IT Services

By: _____

By: _____

Date: _____

Date: _____

**Appendix D of DIR Contract No. DIR-SDD-1922
Supplemental Agreement for Managed IT Services**

Appendix A

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